

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 79	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER HSFE70-17-R-0019		6. SOLICITATION ISSUE DATE 06/09/2017
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Jonathan Igwebueze			b. TELEPHONE NUMBER (No collect calls) 2022122802		8. OFFER DUE DATE/LOCAL TIME 06/30/2017 12PM EST
9. ISSUED BY FEDERAL EMERGENCYMANAGEMENT AGENCY 500 C STREET SW WASHINGTON DC 20472				10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A) NAICS: 312112 SIZE STANDARD: 500			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING	
15. DELIVER TO Multiple Destinations		16. ADMINISTERED BY FEDERAL EMERGENCYMANAGEMENT AGENCY 500 C STREET SW WASHINGTON DC 20472		14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA			
0001		Period of Performance: 09/28/2017 to 09/27/2022 Bottled Water 24 months shelf life for steady state Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2017 to 09/27/2018					
0001AA		Bottled Water - Steady State Site 1 (DC Atlanta) Product/Service Code: 8945 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		LT			
						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Monique Park		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD GA FEMA DC ATLANTA 3780 SOUTHSIDE INDUSTRIAL PARKWAY ATLANTA GA 30354 Period of Performance: 09/28/2017 to 09/27/2018				
0001AB	Bottled Water - Steady State Site 2 (DC Ft Worth) Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD TX FEMA DC FORT WORTH DISTRO CENTER 501 W FELIX STREET FORT WORTH TX 76115 Period of Performance: 09/28/2017 to 09/27/2018		LT		
0001AC	Bottled Water - Steady State Site 3 (DC Frederick) Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD MD FEMA DC FREDERICK 4420 BUCKEYSTOWN PIKE FREDERICK MD 21704 Period of Performance: 09/28/2017 to 09/27/2018 Continued ...		LT		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

3

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001AD	Bottled Water - Steady State Site 4 (THU Cumberland) Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: MD1055 FEMA CUMBERLAND 11601 PPG ROAD CUMBERLAND MD Period of Performance: 09/28/2017 to 09/27/2018		LT		
0001AE	Bottled Water - Steady State Site 5 (DC Moffett) Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035 Period of Performance: 09/28/2017 to 09/27/2018		LT		
0002	Bottled Water 24 months- Emergency Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2017 to 09/27/2018				
0002AA	Bottled Water - Emergency Site Zone 1 Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2017 to 09/27/2018		LT		
0002AB	Bottled Water - Emergency Site Zone 2 Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2017 to 09/27/2018		LT		
0002AC	Bottled Water - Emergency Site Zone 3 Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

4

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2017 to 09/27/2018				
0002AD	Bottled Water - Emergency Site Zone 4 Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2017 to 09/27/2018		LT		
0003	Transportation Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2017 to 09/27/2018				
0003AA	Drop Trailer Rate (per day) Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2017 to 09/27/2018		DA		
0003AB	Diversion Rate (per mile) Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2017 to 09/27/2018		DH		
0003AC	Diversion Rate (labor rate per hour) Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2017 to 09/27/2018 Continued ...		HR		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

5

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003AD	Power only to Transport Loaded Trailer (per mile) Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2017 to 09/27/2018		DH		
0003AE	Power and Trailer Transport (per mile) Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2017 to 09/27/2018		DH		
0004	(OPTIONAL) Extended Shelf Life Water (60 Months shelf Life) Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2017 to 09/27/2018				
0004AA	Extended Shelf Life Water - DC Caribbean Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: PR4022 FEMA WAREHOUSE FEMA INDUSTRIAL PARK PR-1 KM 251 FEDAAC 70F337 CAGUAS PR 00926 Period of Performance: 09/28/2017 to 09/27/2018		LT		
0004AB	Extended Shelf Life Water - DC Guam Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: GU6934 FEMA BLDG 100 FEDAAC 70X454 BARRIGADA GU 96913 Period of Performance: 09/28/2017 to 09/27/2018 Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

6

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004AC	Extended Shelf Life Water - DC Hawaii Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: HI6979 FEMA 99-1269 IWEANA STREET FEDAAC 709242 AIEA HI 96701 Period of Performance: 09/28/2017 to 09/27/2018		LT		
0004AD	Extended Shelf Life Water - DC Moffett Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035 Period of Performance: 09/28/2017 to 09/27/2018		LT		
0005	Restocking Fee Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2017 to 09/27/2018		LT		
0006	Training - Cost Reimbursable, Not-to-Exceed Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA FEMA FEDERAL EMERGENCY MANGEMENT AGENCY 500 C STREET SW WASHINGTON DC 20472 Period of Performance: 09/28/2017 to 09/27/2018				
1001	Option I -Bottled water 24 months Shelf Life (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2018 to 09/27/2019				
1001AA	Bottled Water - Steady State Site 1 (DC Atlanta) (Option Line Item) Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

7

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD GA FEMA DC ATLANTA 3780 SOUTHSIDE INDUSTRIAL PARKWAY ATLANTA GA 30354 Period of Performance: 09/28/2018 to 09/27/2019				
1001AB	Bottled Water - Steady State Site 2 (DC Ft Worth) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD TX FEMA DC FORT WORTH DISTRO CENTER 501 W FELIX STREET FORT WORTH TX 76115 Period of Performance: 09/28/2018 to 09/27/2019		LT		
1001AC	Bottled Water - Steady State Site 3 (DC Frederick) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD MD FEMA DC FREDERICK 4420 BUCKEYSTOWN PIKE FREDERICK MD 21704 Period of Performance: 09/28/2018 to 09/27/2019		LT		
1001AD	Bottled Water - Steady State Site 4 (THU Cumberland) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: MD1055 FEMA CUMBERLAND 11601 PPG ROAD CUMBERLAND MD Period of Performance: 09/28/2018 to 09/27/2019 Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

8

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001AE	Bottled Water - Steady State Site 5 (DC Moffett) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035 Period of Performance: 09/28/2018 to 09/27/2019		LT		
1002	Option I -Bottled water 24 months Shelf Life- Emergency (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2018 to 09/27/2019				
1002AA	Bottled Water - Emergency Site Zone 1 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2018 to 09/27/2019		LT		
1002AB	Bottled Water - Emergency Site Zone 2 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2018 to 09/27/2019		LT		
1002AC	Bottled Water - Emergency Site Zone 3 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

9

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2018 to 09/27/2019				
1002AD	Bottled Water - Emergency Site Zone 4 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2018 to 09/27/2019		LT		
1003	Option I -Transportation (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2018 to 09/27/2019				
1003AA	Drop Trailer Rate (per day) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2018 to 09/27/2019		DA		
1003AB	Diversion Rate (per mile) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2018 to 09/27/2019 Continued ...		DH		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

10

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003AC	Diversion Rate (labor rate per hour) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2018 to 09/27/2019		HR		
1003AD	Power only to Transport Loaded Trailer (per mile) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2017 to 09/27/2018		DH		
1003AE	Power and Trailer Transport (per mile) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2017 to 09/27/2018		DH		
1004	(OPTIONAL) Option I -Extended Shelf Life Water (60 Months shelf Life) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2018 to 09/27/2019				
1004AA	Extended Shelf Life Water - DC Caribbean (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

11

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: PR4022 FEMA WAREHOUSE FEMA INDUSTRIAL PARK PR-1 KM 251 FEDAAC 70F337 CAGUAS PR 00926 Period of Performance: 09/28/2018 to 09/27/2019				
1004AB	Extended Shelf Life Water - DC Guam (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: GU6934 BARRIGADA BLDG 100 FEDAAC 70X454 BARRIGADA GU Period of Performance: 09/28/2018 to 09/27/2019		LT		
1004AC	Extended Shelf Life Water - DC Hawaii (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: HI6979 FEMA 99-1269 IWEANA STREET FEDAAC 709242 AIEA HI Period of Performance: 09/28/2018 to 09/27/2019		LT		
1004AD	Extended Shelf Life Water - DC Moffett (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035 Period of Performance: 09/28/2018 to 09/27/2019		LT		
1005	Option year I: Restocking Fee Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

12

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2018 to 09/27/2019				
2001	Option II -Bottled water 24 months Shelf Life (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2019 to 09/27/2020				
2001AA	Bottled Water - Steady State Site 1 (DC Atlanta) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD GA FEMA DC ATLANTA 3780 SOUTHSIDE INDUSTRIAL PARKWAY ATLANTA GA 30354 Period of Performance: 09/28/2019 to 09/27/2020		LT		
2001AB	Bottled Water - Steady State Site 2 (DC Ft Worth) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD TX FEMA DC FORT WORTH DISTRO CENTER 501 W FELIX STREET FORT WORTH TX 76115 Period of Performance: 09/28/2019 to 09/27/2020		LT		
2001AC	Bottled Water - Steady State Site 3 (DC Frederick) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD MD FEMA DC FREDERICK Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

13

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	4420 BUCKEYSTOWN PIKE FREDERICK MD 21704 Period of Performance: 09/28/2019 to 09/27/2020				
2001AD	Bottled Water - Steady State Site 4 (THU Cumberland) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: MD1055 FEMA CUMBERLAND 11601 PPG ROAD CUMBERLAND MD Period of Performance: 09/28/2019 to 09/27/2020		LT		
2001AE	Bottled Water - Steady State Site 5 (DC Moffett) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035 Period of Performance: 09/28/2019 to 09/27/2020		LT		
2002	Option II -Bottled water 24 months Shelf Life- Emergency (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2019 to 09/27/2020				
2002AA	Bottled Water - Emergency Site Zone 1 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2019 to 09/27/2020 Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

14

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002AB	Bottled Water - Emergency Site Zone 2 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2019 to 09/27/2020		LT		
2002AC	Bottled Water - Emergency Site Zone 3 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2019 to 09/27/2020		LT		
2002AD	Bottled Water - Emergency Site Zone 4 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2019 to 09/27/2020		LT		
2003	Option II -Transportation (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2019 to 09/27/2020				
2003AA	Drop Trailer Rate (per day) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Continued ...		DA		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

15

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2019 to 09/27/2020				
2003AB	Diversion Rate (per mile) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2019 to 09/27/2020		DH		
2003AC	Diversion Rate (labor rate per hour) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2019 to 09/27/2020		HR		
2003AD	Power only to Transport Loaded Trailer (per mile) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2019 to 09/27/2020		DH		
2003AE	Power and Trailer Transport (per mile) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Continued ...		DH		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

16

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/28/2019 to 09/27/2020				
2004	(OPTIONAL) Option II-Extended Shelf Life Water (60 months) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2019 to 09/27/2020		LT		
2004AA	Extended Shelf Life Water - DC Caribbean (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: PR4022 FEMA WAREHOUSE FEMA INDUSTRIAL PARK PR-1 KM 251 FEDAAC 70F337 CAGUAS PR 00926 Period of Performance: 09/28/2019 to 09/27/2020		LT		
2004AB	Extended Shelf Life Water - DC Guam (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: GU6934 BARRIGADA BLDG 100 FEDAAC 70X454 BARRIGADA GU Period of Performance: 09/28/2019 to 09/27/2020		LT		
2004AC	Extended Shelf Life Water - DC Hawaii (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: HI6979 FEMA 99-1269 IWEANA STREET FEDAAC 709242 Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

17

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	AIEA HI Period of Performance: 09/28/2019 to 09/27/2020				
2004AD	Extended Shelf Life Water - DC Moffett (Option Line Item) Date Option to be Exercised 01/01/0001 Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035 Period of Performance: 09/28/2019 to 09/27/2020		LT		
2005	OPTION II: Restocking Fee (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2019 to 09/27/2020		LT		
3001	Option III -Bottled water 24 months Shelf Life (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2020 to 09/27/2021				
3001AA	Bottled Water - Steady State Site 1 (DC Atlanta) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD GA FEMA DC ATLANTA 3780 SOUTHSIDE INDUSTRIAL PARKWAY ATLANTA GA 30354 Period of Performance: 09/28/2020 to 09/27/2021		LT		
3001AB	Bottled Water - Steady State Site 2 (DC Ft Worth) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

18

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: FEMA/LMD TX FEMA DC FORT WORTH DISTRO CENTER 501 W FELIX STREET FORT WORTH TX 76115 Period of Performance: 09/28/2020 to 09/27/2021				
3001AC	Bottled Water - Steady State Site 3 (DC Frederick) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD MD FEMA DC FREDERICK 4420 BUCKEYSTOWN PIKE FREDERICK MD 21704 Period of Performance: 09/28/2020 to 09/27/2021		LT		
3001AD	Bottled Water - Steady State Site 4 (THU Cumberland) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: MD1055 FEMA CUMBERLAND 11601 PPG ROAD CUMBERLAND MD Period of Performance: 09/28/2020 to 09/27/2021		LT		
3001AE	Bottled Water - Steady State Site 5 (DC Moffett) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035 Period of Performance: 09/28/2020 to 09/27/2021		LT		
3002	Option III -Bottled water 24 months Shelf Life- Emergency Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

19

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2020 to 09/27/2021				
3002AA	Bottled Water - Emergency Site Zone 1 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2020 to 09/27/2021		LT		
3002AB	Bottled Water - Emergency Site Zone 2 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2020 to 09/27/2021		LT		
3002AC	Bottled Water - Emergency Site Zone 3 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2020 to 09/27/2021		LT		
3002AD	Bottled Water - Emergency Site Zone 4 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

20

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3003	Period of Performance: 09/28/2020 to 09/27/2021 Option III -Transportation (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2020 to 09/27/2021				
3003AA	Drop Trailer Rate (per day) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2020 to 09/27/2021		DA		
3003AB	Diversion Rate (per mile) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2020 to 09/27/2021		DH		
3003AC	Diversion Rate (labor rate per hour) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2020 to 09/27/2021		HR		
3003AD	Power only to Transport Loaded Trailer (per mile) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Continued ...		DH		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

21

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2020 to 09/27/2021				
3003AE	Power and Trailer Transport (per mile) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2020 to 09/27/2021		DH		
3004	(OPTIONAL)Option III: Extended Shelf Life Water (60 Months) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2020 to 09/27/2021		LT		
3004AA	Extended Shelf Life Water - DC Caribbean (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: PR4022 FEMA WAREHOUSE FEMA INDUSTRIAL PARK PR-1 KM 251 FEDAAC 70F337 CAGUAS PR 00926 Period of Performance: 09/28/2020 to 09/27/2021		LT		
3004AB	Extended Shelf Life Water - DC Guam (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: GU6934 Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

22

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	BARRIGADA BLDG 100 FEDAAC 70X454 BARRIGADA GU Period of Performance: 09/28/2020 to 09/27/2021				
3004AC	Extended Shelf Life Water - DC Guam (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: HI6979 FEMA 99-1269 IWEANA STREET FEDAAC 709242 AIEA HI Period of Performance: 09/28/2020 to 09/27/2021		LT		
3004AD	Extended Shelf Life Water - DC Moffett (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035 Period of Performance: 09/28/2020 to 09/27/2021		LT		
3005	OPTION III: Restocking Fee (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2020 to 09/27/2021		LT		
4001	Option IV Bottled water 24 months Shelf Life (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2021 to 09/27/2022				
4001AA	Bottled Water - Steady State Site 1 (DC Atlanta) Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

23

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD GA FEMA DC ATLANTA 3780 SOUTHSIDE INDUSTRIAL PARKWAY ATLANTA GA 30354 Period of Performance: 09/28/2021 to 09/27/2022				
4001AB	Bottled Water - Steady State Site 2 (DC Ft Worth) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD TX FEMA DC FORT WORTH DISTRO CENTER 501 W FELIX STREET FORT WORTH TX 76115 Period of Performance: 09/28/2021 to 09/27/2022		LT		
4001AC	Bottled Water - Steady State Site 3 (DC Frederick) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD MD FEMA DC FREDERICK 4420 BUCKEYSTOWN PIKE FREDERICK MD 21704 Period of Performance: 09/28/2021 to 09/27/2022		LT		
4001AD	Bottled Water - Steady State Site 4 (THU Cumberland) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: MD1055 FEMA CUMBERLAND 11601 PPG ROAD CUMBERLAND MD Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

24

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/28/2021 to 09/27/2022				
4001AE	Bottled Water - Steady State Site 5 (DC Moffett) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035 Period of Performance: 09/28/2021 to 09/27/2022		LT		
4002	Option IV Bottled water 24 months Shelf Life- Emergency (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2021 to 09/27/2022				
4002AA	Bottled Water - Emergency Site Zone 1 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2021 to 09/27/2022		LT		
4002AB	Bottled Water - Emergency Site Zone 2 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2021 to 09/27/2022		LT		
4002AC	Bottled Water - Emergency Site Zone 3 (Option Line Item) Date Option to be Exercised Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

25

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2021 to 09/27/2022				
4002AD	Bottled Water - Emergency Site Zone 4 (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2021 to 09/27/2022		LT		
4003	Option IV Transportation (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2021 to 09/27/2022				
4003AA	Drop Trailer Rate (per day) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2021 to 09/27/2022		DA		
4003AB	Diversion Rate (per mile) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2021 to 09/27/2022 Continued ...		DH		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

26

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4003AC	Diversion Rate (labor rate per hour) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2021 to 09/27/2022		HR		
4003AD	Power only to Transport Loaded Trailer (per mile) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2021 to 09/27/2022		DH		
4003AE	Power and Trailer Transport (per mile) (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: 000000 VARIOUS LOCATIONS Period of Performance: 09/28/2021 to 09/27/2022		DH		
4004	(OPTIONAL) Option IV: Extended Shelf Life Water (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2021 to 09/27/2022				
4004AA	Extended Shelf Life Water - DC Caribbean (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

27

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: PR4022 FEMA WAREHOUSE FEMA INDUSTRIAL PARK PR-1 KM 251 FEDAAC 70F337 CAGUAS PR 00926 Period of Performance: 09/28/2021 to 09/27/2022				
4004AB	Extended Shelf Life Water - DC Guam (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: GU6934 BARRIGADA BLDG 100 FEDAAC 70X454 BARRIGADA GU Period of Performance: 09/28/2021 to 09/27/2022		LT		
4004AC	Extended Shelf Life Water -DC Hawaii (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: HI6979 FEMA 99-1269 IWEANA STREET FEDAAC 709242 AIEA HI Period of Performance: 09/28/2021 to 09/27/2022		LT		
4004AD	Extended Shelf Life Water -DC Moffett (Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Delivery Location Code: FEMA/LMD CA NASA AMES RESEARCH CENTER BUILDING 144 DOOR 7 MOFFETT FIELD CA 94035 Period of Performance: 09/28/2021 to 09/27/2022		LT		
4005	OPTION IV: Restocking Fee Continued ...		LT		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSFE70-17-R-0019

PAGE OF

28

79

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) Date Option to be Exercised Product/Service Code: 8945 Product/Service Description: FOODS, OILS, & FATS Period of Performance: 09/28/2021 to 09/27/2022				

SECTION B - CONTINUATION BLOCK

Block 17 a: Contractor shall include DUNS Number

Block 17b: Remittance Address: Payment shall be made to the Financial Institution listed in System for Award Management (SAM).

Block 25: ACCOUNTING AND APPROPRIATION DATA: To be included on the Task Order

B.1 PRICE/COST SCHEDULE

See Attachment D.1: Price Schedule

B.2 PERIOD OF PERFORMANCE

The Period of Performance for CLIN 0001-0006 shall be from date of contract award through 12 months.

1. If Option 1 is exercised, the Period of Performance for CLIN 1001 -1005 shall be from the effective date of the option through 12 months.
2. If Option 2 is exercised, the Period of Performance for CLIN 2001 - 2005 shall be from the effective date of the option through 12 months.
3. If Option 3 is exercised, the Period of Performance for CLIN 3001 - 3005 shall be from the effective date of the option through 12 months.
4. If Option 4 is exercised, the Period of Performance for CLIN 4001 - 4005 shall be from the effective date of the option through 12 months.

B.3 DESCRIPTION OF WORK

See Attachments:

D.2 SOW Bottled Drinking Water

D.3 SOW Extended Shelf Life Water

B.4 DELIVERABLES

See Attachments:

D.2 SOW Bottled Drinking Water

D.3 Extended Shelf Life Water

B.5 DELIVERY LOCATIONS AND DELIVERY SCHEDULE

Distribution Centers (DCs) for Federal Emergency Management Agency:

See Attachments:

D.2 SOW Bottled Drinking Water

D.3 Extended Shelf Life Water

B.5.1 DELIVERY SCHEDULE

Each contractor shall include a proposed delivery schedule for each delivery order issued. Please be aware the proposed delivery schedule provided by the contractor is subject to change due to a FEMA emergency response requirement or an unforeseen priority replenishment requirement. In the event of a change, the FEMA Contracting Officer will coordinate with the contractor and the delivery points of contact to redirect deliveries to the new destination. The contractor is responsible for complying with the delivery schedule and must immediately notify the contracting officer or their designated representative of any issues that may affect the contractor's ability to meet the delivery. Contractors shall be able to track deliveries from point of shipment to point of receipt.

B.5.2 HOURS OF PERFORMANCE

Contractor(s) shall schedule all delivery activities with the appropriate delivery point of contact after award of the delivery order.

B.5.3 TASK ORDER INSTRUCTIONS

See Section D., Attachment 4, Task Order Instructions

B.6 MINIMUM AND MAXIMUM QUANTITIES FOR MULTIPLE AWARD CONTRACTS

B.6.1 As referred to in paragraph (b) of FAR Clause 52.216-22, "Indefinite Quantity" of this contract, the guaranteed contract minimum is 18,000 liters of Bottled Drinking Water or 18,000 liters of Extended Shelf Life

Drinking Water to include the base and option periods. The contract ceiling amount shall not exceed \$40.6 million. This maximum is based upon the average annual expenditure for readiness over the last 10 years. However, in the event of a Presidential Declaration for a disaster, the Government will utilize this contract to respond to disasters by increasing the ceiling of the contract to perform services in the specific state(s) and/or the affected areas. Due to the nature of disaster response and recovery, FEMA is unable to predict or estimate the maximum ceiling for disaster operations. However, in a disaster situation, contractors should expect to meet this increased ceiling amount.

B.7 INVOICE INSTRUCTIONS (JUN 2014)

Invoices shall be submitted as follows:

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 Continuation sheet when requesting payment for supplies or services rendered. The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price must match those specified in the contract. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor.

Contractors must submit vouchers electronically, via e-mail, in .pdf format, to the FEMA Finance Center, as stated at Block 20 of the Standard Form 1449 (SF 1449) herein: FEMA Finance: FEMA-Finance-Vendor-Payments@fema.dhs.gov.

A copy of the voucher must be submitted electronically, in .pdf format, via e-mail, to the Contract Specialist, to the Contracting Officer, and to the Contracting Officer Representative, also identified at Block 20 within the SF 1449.

Administrative Contracting Officer:

Name: Monique Park

E-mail: Monique.park@fema.dhs.gov

Contract Specialist:

Name: Jonathan Igwebueze

E-mail: jonathan.igwebueze@fema.dhs.gov

Contracting Officer's Representative:

Name: Chris Ferguson

E-mail: Chris.Ferguson@fema.dhs.gov

SF 1034 and 1035 instructions: SF 1034--Fixed Price

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.

(3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) **Requisition Number and Date** - leave blank.

(5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) The last voucher of every contract or task order should be marked with the next sequential number, with the words "FINAL" (e.g. Invoice No. 1234-FINAL).

(6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.

(7) **Discount Terms** - enter terms of discount, if applicable.

(8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

(11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of supplies or services delivered.

(12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page of Standard Form 1035." Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF 1035 Continuation Sheet.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The SF 1035 will be used to identify the specific item description, quantities, unit of measure, and prices for each category of deliverable item or service. Suitable self-designed forms may be submitted instead of the SF 1035 as long as they contain the information required.

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.

Voucher Number - insert the voucher number as shown on the Standard Form 1034.

Schedule Number - leave blank.

Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

Number and Date of Order - insert payee's name and address as in the Standard Form 1034.

Articles or Services - insert the contract number as in the Standard Form 1034.

Amount - insert the total quantities contract value, and amount and type of fee payable (as applicable).

A summary of claimed current and cumulative goods and services delivered and accepted to date. - Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared to and in accordance with contract terms and conditions. Invoices that do not match the line item pricing in the contract will be considered improper and returned to the contractor. In addition, each invoice shall detail the total charges by showing current and cumulative goods and services both currently invoiced and cumulative to date.

B.7.1 INVOICE APPROVAL

The following FEMA individual (in addition to the Contracting Officer) is hereby delegated authority to accept goods and services and to review and approve invoices for this contract:

Authorized Invoice Approver

Name: Chris Ferguson

Title: Contracting Officer's Representative

Email: Chris.Ferguson@fema.dhs.gov

B.7.2 DEFECTIVE INVOICES

Name, title, phone number, and email of officials of the business concern who are to be notified when the Government receives an improper invoice.

B.8 IDENTIFICATION OF GOVERNMENT OFFICIALS

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Monique Park

Phone: 202-212-7781

Email: Monique.park@fema.dhs.gov

Administrative Contract Specialist

Name: Jonathan Igwebueze

Phone: 202-212-2802

Email: jonathan.igwebueze@fema.dhs.gov

Contracting Officer's Technical Representative:

Name: Chris Ferguson

Phone: 202-646-2509

Email: Chris.Ferguson@fema.dhs.gov

Clauses:

52.247-34 F.o.b. Destination. (NOV 1991)

52.242-15 Stop Work Order. (AUG 1989)

SECTION C – CONTRACT CLAUSES**C.1 52.212-4 Contract Terms and Conditions - Commercial Items. (JAN 2017) – Incorporated by Reference**

See SF 1449 Block 27a.

C.1-1: ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-5	COVENANT AGAINST CONTINGENTS FEES	MAY 2014
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	NOV 2014
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.233-1	DISPUTES	MAY 2014
52.243-1	CHANGES-FIXED PRICE	AUG 1987
52.246-2	INSPECTION OF SUPPLIES- FIXED PRICE	AUG 1996
52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND OR PROPERTY DAMAGE	APR 1984
52.247-22	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS	APR 1984

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued within 5 years from date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 18,000 liters of Bottled Drinking Water or 18,000 liters of Extended Shelf Life Drinking Water, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 2,700,000 liters of Bottled Drinking Water or 150,000 liters of Extended Shelf Life Drinking Water;

(2) Any order for a combination of items in excess of items in excess of 2,700,000 liters of Bottled Drinking Water or 150,000 liters of Extended Shelf Life Drinking Water; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 5 years after contract award.

(End of clause)

52.217-7 Option for Increased Quantity - Separately Priced Line Item. (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of Clause)

3052.209-70 Prohibition on contracts with corporate expatriates. (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)-

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that (Check one):

☒ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☒ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) *Provisions.*

☒ 3052.209-72 Organizational Conflicts of Interest.

☐ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

☐ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protege Program.

(b) *Clauses.*

☒ 3052.203-70 Instructions for Contractor Disclosure of Violations.

☐ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.

☐ 3052.204-71 Contractor Employee Access.

☐ Alternate I

☒ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

☐ 3052.209-73 Limitation on Future Contracting.

☐ 3052.215-70 Key Personnel or Facilities.

☐ 3052.216-71 Determination of Award Fee.

☐ 3052.216-72 Performance Evaluation Plan.

☐ 3052.216-73 Distribution of Award Fee.

- ☐ 3052.217-91 Performance. (USCG)
☐ 3052.217-92 Inspection and Manner of Doing Work. (USCG)
☐ 3052.217-93 Subcontracts. (USCG)
☐ 3052.217-94 Lay Days. (USCG)
☐ 3052.217-95 Liability and Insurance. (USCG)
☐ 3052.217-96 Title. (USCG)
☐ 3052.217-97 Discharge of Liens. (USCG)
☐ 3052.217-98 Delays. (USCG)
☐ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
☐ 3052.217-100 Guarantee. (USCG)
☒ 3052.219-70 Small Business Subcontracting Plan Reporting.
☐ 3052.219-71 DHS Mentor Protege Program.
☐ 3052.228-70 Insurance.
☐ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
☐ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
☐ 3052.228-92 Fair Market Value of Aircraft. (USCG)
☐ 3052.228-93 Risk and Indemnities. (USCG)
☐ 3052.236-70 Special Provisions for Work at Operating Airports.
☒ 3052.242-72 Contracting Officer's Technical Representative.
☐ 3052.247-70 F.o.B. Origin Information.
☐ Alternate I
☐ Alternate II
☐ 3052.247-71 F.o.B. Origin Only.
☒ 3052.247-72 F.o.B. Destination Only.
 (End of clause)

C.1-2: NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax, etc.) or state of completion (draft, final, etc.).
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

C.1-3: PACKAGING, MARKING & LABELING

See Attachments:

D.2 SOW Bottled Drinking Water

D.3 SOW Extended Shelf Life Water

C.1-4: RECORDING KEEPING

Contractor (s) shall maintain current, accurate, and complete records of all shipments and deliveries and ensure that proper signatures by FEMA representatives are obtained for tracking and accountability purposes. The Government reserves the right to request, have access to and audit any and all records and materials related to the record keeping of all shipments and deliveries.

C.1-5: QUALITY REQUIREMENTS:

For all Delivery Orders, the contractor(s) shall perform and confirm Quality Control testing of the finished product to meet the specification outlined in Section B.

C.1-6: DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATIONS

Delivery orders under this contract may include a priority rating under the Defense Priorities and Allocation System (DPAS) regulation (15 CFR, part 700). Anyone receiving a DPAS rated order is required to follow all provisions of the DPAS regulation. The priority rating will be provided on the SF1449 in Box 13a and 13b when the Delivery Order is issued.

(End of Addendum to 52.212-4)

C.2. 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☒ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

[] (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (ii) Alternate I (JAN 2011) of 52.219-4.

[] (13) (Reserved)

[] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

[] (ii) Alternate I (NOV 2011).

[] (iii) Alternate II (NOV 2011).

[] (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[] (ii) Alternate I (OCT 1995) of 52.219-7.

[] (iii) Alternate II (MAR 2004) of 52.219-7.

[X] (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

[X] (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (NOV 2016) of 52.219-9.

[X] (iii) Alternate II (NOV 2016) of 52.219-9.

[] (iv) Alternate III (NOV 2016) of 52.219-9.

[] (v) Alternate IV (NOV 2016) of 52.219-9.

[] (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

[] (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

[X] (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

[] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

[] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

[X] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35) (Removed)

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

[X] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

[] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[] (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[] (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) *Alternate I* (OCT 2015) of 52.223-13.

[] (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-14.

[] (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[] (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[] (ii) *Alternate I* (JUN 2014) of 52.223-16.

[X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[] (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[] (ii) Alternate I (JAN 2017) of 52.224-3.

[X] (48) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[] (ii) Alternate I (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

[] (iv) Alternate III (MAY 2014) of 52.225-3.

[] (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[] (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (58) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[X] (60) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

[] (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[X] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xii) [] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) (Removed)

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 Attachment 1: Pricing Schedule

D.2 Attachment 2: SOW Bottled Drinking Water

D.3 Attachment 3: SOW Extended Shelf Life Water

D.4 Attachment 4: Delivery Order Instructions

D.5 Attachment 5: DHS Subcontracting Plan Review Checklist -DHS700-23

SECTION E - SOLICITATION PROVISIONS

E.1 CLAUSES INCORPORATED BY FULL TEXT

52.212-1 Instructions to Offerors - Commercial Items. (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show-

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.* (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on

any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.* (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to- GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.